UNOFFICIAL COPY

TRUST DEED (Ullimolis) TO Allow Space For Recorder's Use Only THEN NODENTURE, made July 28 19.72 John R. Williams and Great Milliams his wife Interior referred to as "Interior of the Market Space of the Spac	GEORGE E. COLE® FORM No. 206 LEGAL FORMS May, 1969	Lilay A. Oliv	
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The North 100 feet (except the 100 feet (except the 100 feet (except the 100 feet) of the County and 8 in Block 10 in Wid 15th an Gardens, being a Subdivision of the Part of the South Bast quarter of Section 10, 1 within 36 North, Range 13 East of the Third Principal Meridian, lying North West of the rich if way of the Chicago Rock Island and Pacific Railroad also of the East 47/160ths of the South West quarter of Section 10, in Cook County, Ill. In the event the property described herein is \$6\text{ld}\$ by the maker hereof, then note described herein shall be due and payable in full instantor. Provided however that the holder of or owner of note may consent to release of this provision for acceleration. which, with the property hereinafte described, is referred to herein as the prises. "TOGETHER with all improvement, tennences, examenate, and appurate nor thereto belonging, and all rent, issues and profits thereof for the control of the state and not secondarily, and all fatures, apparatus, tentherical as the sea of profits are pledged primarily and on a parity with said real estate and not secondarily, and all fatures, apparatus, tentherical as a sea of profits are pledged primarily and on a parity with a sea of profits are pledged primarily and on a parity with a part of the foregoing subject seems, which without restriction of the foregoing and extens and without shades, awaings, sterm doors and windows, floor, over rings, indoor back, stores and water heaters. All the foregoing and deficients and will similar or conditions, controlled, and worker heaters. All the foregoing and deficients and will similar or other sparses and windows, floor, over rings, indoor back, stores and water heaters. All the foregoing and deficients by Mortgagene of their successors of an assign, and all rents are controlled, and ventice beam of the successor and windows, floor, over rings, indoor back, averaged the successor and windows, floor, over rings, indoor back, and all rents, and the successor and assign, and all rents a	NOW THEREFORE, to secure he r you of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned have an of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WAL ANT unto the Trustee its successors and assigns the following described Real Energy.		
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State of Illinois, County of Cook st. I, the undersigned, a Notary Public in the State aforesaid, DO HEREBY CERTIFY that John R. Willmer and Greta Willmer, his wife personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and ackn wil- edged that hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under imperators and official seal, this 28th Given under imperators and official seal, this 28th Commission expires November 24 In the state aforesaid, DO HEREBY CERTIFY that John R. Willmer and Greta Willmer, his wife personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and ackn wil- edged that hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under imperators and official seal, this 28th ADDRESS of PROPERTY: 14841 S. Kildare Midlothian, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS Willing The ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS SEND SUBSEQUENT TAX BILLS TO: John R. Willmer (Name) OR RECORDER'S OFFICE BOX NO. 53	TYPE NAME(S) BELOW	0 500	
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply will all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, in the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance of just a payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, under insurance of just a payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage, clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In ase of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of M ritagors in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinbefore required of M ritagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior e. h. a. cs. if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any t; sail or forefeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all e pour poid or incurred in connection therewith, including reasonable attorneys (sees, and any other moneys advanced by Trustee or the holders of the n. to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action her in . If rized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without nouse and vit interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waver (2007 right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the lolders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, structure or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay eac iter of debtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the _no_planote, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, of principal or interest, or in case default shall occur in payment of principal or interest, or in case default shall occu. and continue for three days in the performance of any other agreement of the Mortgagors
- herein contained.

 7. When the indebtedness hereby secun is hall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have an ight to foreclose the lien hereof, and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a suit to foreclose the lien hereof, there shall be allowed and included as additional in attorneys' fees, Trustee's fees, appraiser's fees, outlays is a decument of a mortgage debt. In a second expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended afture and of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar design and assurances with respect to title as Trustee or holders of the note may deem to dition of the title to or the value of the premises. In addition, all expectants and sale which may be had pursuant to such decree the true concome so much additional indebtedness secured hereby and immedial by due and payable, with interest thereon at the rate of seven per cent per approach and beautruptcy proceedings, to which either of them shall upon a proceeding including but not limited bed or any indebtedness hereby secured; or (b) preparations for the come meement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the come nace meen of any utility foreclosure serior after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the come nace ment of any utility foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

 8. The proceeding of any foreclosure sale of the premises shall be distributed and united in the following order of priority: First, on account
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it are a remembered in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining pinpaid; four in, if any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, one Court in the such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of 1 e premises or whether the same shall be then completed as a homestead or not and the Truste hereunder may be appointed as such receiver. Such previous and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be no cest my or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said periol. The Continue to time may authorize the receiver to apply the net income in his hands in payment in whole or in part in debt mays secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be no become superior on the lien before or such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any d fe se which would not and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access there a shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or mir one hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnit's satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness secured by paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description tent contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note and which purports to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee. _____Edward L. Robinson shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

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FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

END OF RECORDED DOCUMENT